APPENDIX B

SPECIAL CONDITIONS FOR CONTRACTING CUSTODIAL SERVICES FOR ARMY ACTIVITIES OTHER THAN MEDICAL AND INDUSTRIAL FACILITIES

B-1. Scope of the Work

- **B-1-1.** The contractor shall provide all labor, equipment, tools, chemicals supervision, inspection and other items or services necessary to perform the routine work and project work as defined in the special conditions, technical specification, big schedules, plans, and other contract documents.
- **B-1-2.** For routine work only, as defined in the technical specifications and other contract documents, a minimum number of worked-hours, equipment, tools, and chemicals is required. Ilowever, in order to meet the requirements or use additional equipment, tools, or chemicals. Such additional worked-hours, equipment, tools, or chemicals for routine work will be at no additional cost to the Government.
- **B-1-3.** For project work only, as defined in the technical specifications, and other contract documents, an estimated quantity of each project and an estimated frequency of performing each project have been provided for the purpose of bid comparison only. The technical representative will schedule and notify the Contractor, with a written project work order, of each project to be performed as such performance is required by the Government. The Contractor will be paid for the quantities of project work actually performed and approved at the unit prices bid in accordance with the Bid Schedule for project work.

B-2. Technical Representative

- **B-2-1.** The Government shall designate an individual as the technical representative who shall be responsible for monitoring the performance of routine work and project work by the contractor as to conformance with the special conditions, technical specifications, bid schedules, and plans of the contract.
- **B-2-2.** The technical representative shall have the authority to call attention to discrepancies between

- the contractor's performance and the special conditions, technical specifications, bid schedules, and plans.
- **B-2-3.** The technical representative cannot alter or waive any requirements defined in the special conditions and technical specifications or any other contract documents.
- **B-2-4.** The technical representative is responsible for initial approval of the Contractor's invoices for routine work and project work. Approval will be based on compliance with the special conditions, technical specifications, bid schedules, and plans.
- **B-2-5.** The technical representative shall have the authority to stop the performance of the work for the purpose of preventing damage to Government property or eliminating hazardous operations or conditions.
- **B-2-6.** The Government may designate one or more inspectors to assist the technical representative in monitoring the performance of the work.

B-3. Non-performance of Work.

- **B-3-1.** Routine work will be considered not to have been performed when any one of the following conditions exist:
- **B-3-1-1.** The work tasks in an area were not performed in strict accordance with the performance standard.
- **B-3.1.2.** The specified equipment, tools, and chemicals were not used or were not in good operating condition.
- **B-3-1.3.** The tasks were not performed within the scheduled work shift.
- **B-3-1.4.** The minimum number of worked-hours were not applied to the routine work tasks.
- **B-3-2.** Projects work will be considered not to

have been performed when any one of the following conditions exist:

- **B-3-2.1.** The project task was not performed in strict accordance with the project performance standard.
- **B-3-2.2.** The specified equipment, tools, and chemicals were not used or were not in good operating condition.
- **B-3-2.3.** The project task was not performed within the time period specified in the project work order.
- **B-3-2.4.** The project task as requested by written work order was not completed in its entirety.

B-4. Deductions for Nonperformance of Work.

- **B-4-1.** The value of deduction for nonperformance of routine work by the contractor shall be determined in one of the following ways:
- **B-4-1.1.** The Government may perform the work by the use of Government employees or by the use of another contractor. The direct costs incurred by the Government as the result of using either Government employees or the use of another contractor shall be deducted from the 10 percent retainage prior to final payment to the contractor. In the event that the 10 percent retainage is inadequate to cover such direct costs, these direct costs will be withheld from future payments under the contract.
- **B-4-1.2.** In lieu of performance of the routine task by the use of its own forces or another contractor, the contracting officer may determine an equitable amount to reimburse the Government for its failure to receive the value of the routine work. The amount so determined may be deducted from the 10 percent retainage prior to final payment under the terms of the contract. If the 10 percent retainage is insufficient to reimburse the Government, the amount determined by the contracting officer shall be retained from payments otherwise due under the contract.
- **B-4-2.** The value of a deduction for nonperformance of project work shall be determined as follows:
- **B-4-2.1.** The Government shall have the option of performing the project work by the use of Government employees or by the use of another contractor. The direct costs incurred by the Government as the result of using either Government employees or the use of another contractor shall be deducted from the 10 percent retainage prior to final payment to the contractor. In the event the

- 10 percent retainage is inadequate to cover such direct costs, these direct costs will be withheld from future payments under the contract.
- **B-4-2.2.** In lieu of performance of the project work by the use of its own forces or another contractor, the contracting officer may determine an equitable amount to reimburse the Government for its failure to receive the value of the project work. The amount so determined shall be deducted from the 10 percent retainage prior to final payment under the terms of the contract. If, the 10 percent retainage is insufficient to reimburse the Government, the amount determined by the contracting officer shall be retained from payments otherwise due under the contract.
- **B-4-3.** Any dispute concerning either the failure to perform a routine task, failure to perform project work or an equitable adjustment by the contracting officer shall be considered a dispute under the Disputes clause of this contract.
- **B-4-3.1.** The contracting officer by exercising his rights under this clause, does not relieve the contractor of any of the other responsibilities or requirements imposed under the terms and conditions of this contract. Additionally, any actions taken by the contracting officer, pursuant to the provisions of this clause, will not be considered a termination of this contract.

B-5. Increases or Decreases in Routine Work.

- **B-5-1.** An increase or decrease in routine work shall be defined as any change in the minimum number of worked-hours required for a building caused by a change in the total area cleaned or a change in the tasks or task frequencies to be performed in an area.
- **B-5-2.** The Government shall have the right to make increases and decreases in the amount of routine work to be performed by the contractor.
- **B-5-3.** The contractor shall be paid for the actual quantities of such work performed at the prices bid in accordance with Bid Schedule number 1 (app D).
- **B-5-4.** However, should the total effect of all such changes in routine work cause an increase or decrease of more than 25 percent in the sum of the total yearly maximum charges for routine work of all bid items from Schedule number 1, then an adjustment in the unit prices bid for routine work only for those areas involved will be affected. Any such adjustments in a unit price will be negotiated and documented by supplemental agreements. Failure to agree to any adjustment shall be a

B-4-4. Formula for determining deductions for nonperformance of routine work.

or partial work shifts that the area is not acceptable and is used or occupied by the	Lavernment
×	
Maximum weekly charge for routine work of the building involved (from BID SCHEDULE FOR ROUTINE WORK, column G)	Minimum number of worked-hours per week required for routine work (from BID SCHEDULE FOR ROUTINE WORK column C)
×	
Total daily time required to perform all routine work tasks in the	area rounded to the next higher whole number of hours.
II	
Value of minimum deduction for non-performance	_in an area

Note: The total time required to perform all routine work tasks in an area will be determined by using the allowances for performing such work as defined in the Technical Specifications, Section 7—"Routine Work Allowances." The appropriate allowance ce for the area type will be multiplied by the size of the total area directly affected by the nonperformance (reference app C).

dispute concerning a question of fact within the meaning of the disputes clause of this contract.

- **B-5-5.** The technical representative shall have the right to make minor adjustments in the tasks or task frequencies if such minor adjustments do not cause an increase or decrease in the amount of routine work to be performed.
- **B-6.** Damages Caused by the Contractor. The contractor shall be held accountable and liable to the Government for any damages to Government facilities, fixtures, furnishings, equipment or grounds caused by the contractors or their employees.
- **B-7.** Interference With Government Operations. The contractor and the contractor's employees shall perform all routine and project work in such a way as not to interfere with regularly scheduled Government operational activities.

B-8. Use of Government Premises and Utilities.

- **B-8-1.** The Government shall furnish without cost to the contractor, suitable building space and a normal amount of utilities, except for telephone service, to be used only in connection with the performance of the work. The use of such areas by the contractor and the contractor's employees shall be limited to offices, training, and central storage of supplies.
- **B-8-2.** Such building space occupied by the contractor and the contractor's employees shall be maintained in the same fashion as similar areas occupied by the Government.
- **B-8-3.** The contractor and the contractor's employees shall comply with all applicable Post Regulations regarding the use of such building space and will make no alterations to the space except with the written permission of the Government.
- **B-8-4.** Upon termination of this contract, the contractor and the contractor's employees shall vacate such building space within 3 working days after the effective date of termination and, within 10 days after termination shall restore the buildings and grounds to their original condition as existed when the contractor initially occupied such space.

B-9. Contractor's Job Manager.

- **B-9-1.** The contractor shall provide a full time job manager who shall be responsible for the competent performance of the work.
- **B-9-2.** The job manager shall have full authority to act for the contractor on the installation at all times

- during the performance of the work in order to comply with all requirements of this contract.
- **B-9-3.** The job manager shall demonstrate adequate knowledge of cleaning equipment, tools, chemicals and techniques and shall be able to recognize situations or circumstances under which cleaning techniques defined in the technical specifications may be hazardous to the facilities or to personnel. The job manager shall immediately notify the technical representative of such situations or circumstances.
- **B-9-4.** The job manager shall make himself/herself present to the Government upon request of the contracting officer, the contracting officer's representative, or the technical representative to discuss the work.
- **B-9-5.** The Government shall have the right to cause the contractor to replace any individual functioning as job manager.

B-10. Contractor's Supervisors.

- **B-10-1.** The contractor shall provide an adequate number of competent supervisors to insure the performance of the work.
- **B-10-2.** All supervisory personnel shall demonstrate adequate knowledge of cleaning equipment, tools, chemicals, techniques, and related activities and shall be able to recognize any situations or circumstances under which cleaning techniques defined in the Technical Specifications may be hazardous to the facilities or to personnel. Supervisory personnel shall immediately notify the Job Manager of any such situations or circumstances.
- **B-10-3.** The Government shall have the right to cause the contractor to replace any individual functioning as a supervisor.
- **B-10-4.** The contractor shall submit with the bid, on the forms included in the bid schedule, a diagram of the contractor's proposed organization of supervisory personnel. As a minimum, the diagram shall include all supervisors to be assigned to supervise routine work, inspection, training, distribution of supplies, and relief employees and their schedules of work. Such diagram shall not relieve the contractor of providing additional supervision as necessary to insure the competent performance of the work.
- **B-10-5.** As a minimum, the contractor shall furnish a weekly total number of supervisory workedhours in accordance with the proposed diagram of organization.

B-11. Contractor's Employees

B-11-1. The contractor shall insure that all em-

ployees are capable of demonstrating adequate knowledge of chemicals, tools, equipment, and techniques necessary to competently perform the work.

- **B-11-2.** The Government may require the contractor to discontinue using any employee in the performance of the work specified in this contract determined by the Government to be unsatisfactory.
- **B-11-3.** Employees assigned to perform routine work shall not be used to perform project work during the time that such employees are assigned to perform routine work.

B-12. Radio Communications System.

- **B-12-1.** The contractor shall provide and maintain in good working condition a radio communications system which enables the Government to immediately contact the job manager at any time during the performance of the work.
- **B-12-2.** The system shall enable the job manager and each supervisor to remain in contact at all times during the performance of the work.
- **B-12-3.** The system shall enable each employee performing routine work or project work who has access to a telephone to signal the respective supervisor by using a telephone. The system shall enable the supervisor to determine where the employee may be telephoned. Contractor's employees shall not use Government telephones for personal reasons.
- **B-12-4.** Any radio communications system used by the contractor shall comply with all applicable rules, regulations and frequency approval of the installation Director of Communications.

B-13. Training

- **B-13-1.** The contractor shall provide each employee used in the performance of work under this contract with adequate training to competently perform the work as defined in the technical specifications.
- **B-13-2.** As a minimum, each employee performing

- or supervising routine work shall attend classroom training in accordance with the following schedule within the first 2 weeks after such employee has initially performed such work.
- **B-13-3.** No more than two of the minimum required for the performance of routine work.
- **B-13-5.** Before conducting any such classroom training, the contractor shall submit an outline of each presentation to the technical representative and shall conduct no presentation unless the outline of that presentation has been *approved* by the technical representative. The Government, as it's option, may elect to provide the contractor with suitable material for classroom training to be presented by the contractor.
- **B-13-6.** The contractor shall maintain a training record for each employee. The training record shall show, as a minimum, the employee's name, date of employment, and the type and date of each training class attended. Such records shall be made available to the technical representative upon request.
- **B-13-7.** The contractor shall provide the technical representative with a written schedule, specifying times and locations, of all training classes to be conducted during each forthcoming week. This schedule shall be submitted to the technical representative at least 3 days prior to the first training class of each forthcoming week. The technical representative will, from time to time, monitor the conduct of such training classes.
- **B-13-8.** The contractor shall be responsible for informing employees of all appticable post regulations. The contractor shall be responsible for their adherence to these post regulations.

B-14. Identification of Contractor's Employees

B-14-1. The contractor, before initiating the performance of work, shall provide the Technical Representative with a list of all employees who shall perform work under this contrac. The list shall include the full name, badge serial number, and work assignment of each employee. The Con-

Content of Class	Attendance required for	Minimum length of presentation
Cleaning chemicals	All employees performing routine work.	40 minutes
Cleaning equipment and tools	All employees performing routine work.	60 minutes
Care of carpeted floors	All employees performing routine work in carpeted areas.	30 minutes
Care of non-carpeted floors	All employees performing routine work in non-carpeted areas	40 minutes
Rest room care	All employees performing routine work	30 minues

tractor shall notify the technical representative, in writing, of any addition, deletion, or change in work assignment within 1 day of such change.

B-14-2. Each employee of the contractor shall conspicuously display on their person an identification card which shall include the full name of the employee, the legal name under which the contractor is doing business, a badge serial number, and, if the employee is performing routine rather than relief or project work, the name or number of the area or building to which the employee is assigned.

B-15. Circumstances to be Reported

- **B-15-1.** The contractor or the contractor's employees shall report any circumstance of needed repair of the facility or unusual soiling of an area which may affect the performance of the work, and unhealthful or hazardous conditions, or any delays or interference with the work caused by the employees of the Government.
- **B-15-2.** Such report shall be made immediately upon discovery by the Contractor to the technical representative.

B-16. Removal and Disposition of Collected Trash

- **B-16-1.** The contractor shall be responsible for the removal of all collected trash to designated collection containers in or adjacent to the areas where routine work is performed.
- **B-16-2.** The contractor or the contractor's employees shall immediately pick-up any trash that may fall onto the facility or grounds during the removal of such collected trash to the designated collection containers.

B-17. Key Control

- **B-17-1.** The contractor shall establish and implement adequate methods of insuring that all keys issued to the contractor by the Government are not lost, or misplaced, and are not used by unauthorized persons.
- **B-17-2.** As a minimum, all such keys shall be kept in a locked key board in the office of the contractor. The contractor shall provide the Technical Representative with keys necessary to open the locked key board and the technical representative shall have access to such key board.
- **B-17-3.** No keys issued the contractor by the Government shall be duplicated.
- **B-17-4.** At the beginning of each work shift, the job manager will issue keys to the individuals who are to perform the work in the various locked areas and after these individuals have completed their

work shift, all such keys will be returned to the key board and shall remain secured.

- **B17-5.** All keys will be furnished by the Government, not by the contractor; however, the sum of \$1.00 will be charged the contractor for each key lost by the contractor. Furthermore, if keys are lost or duplicated by the contractor, and in the opinion of the Government it is necessary to replace or recode locks for reasons of security, the direct cost of such replacement or recoding will be charged to the contractor.
- **B-17-6.** The contractor shall report the occurrence of a lost key immediately to the Technical Representative.
- **B-17-7.** It is the responsibility of the contractor to prohibit the use of keys issued by the Government by any persons other than the contractor's employees. It is also the responsibility of the contractor to prohibit the opening of locked areas by the contractor's employees to permit entrance of persons other than contractor's employees engaged in the performance of assigned work in those areas.
- **B-18.** Lost and Found. It is the responsibility of the contractor to instruct that all articles of possible personal or monetary value found by the Contractor's employees be turned in to the technical representative.

B-19. Equipment and Tools

- **B-19-1.** The contractor shall furnish all equipment and tools necessary to properly perform the work defined in this contract. As a minimum, the contractor shall furnish the types and quantities defined in the technical specifications.
- **B-19-2.** Before beginning the work, the contractor shall submit to the technical representative a list of each type of equipment and tool to be used showing the manufacturer's names and brands. The list shall be accompanied by manufacturer's specifications and photocopies of each type of equipment and tool. The contractor shall use no equipment or tool in the performance of the work before obtaining the approval of the technical representative.
- **B-19-3.** The contractor, if desirous of changing from the initial selection, shall first ascertain that the alternate equipment or tool complies with the equipment and tool description or specification in the Technical Specifications. Then, the contractor shall submit a written request to change to the technical representative defining the alternate along with the manufacturer's specifications and a photocopy of the alternate.

- **B-19-4.** If the alternate complies with the equipment and tool specification defined in the technical specifications and performs as well as the initial selection as demonstrated by actual performance testing, if requested by the technical representative, and causes no operational interference with the Government or damage to facilities, and is in the best interest of the Government, then the alternate shall be approved for use.
- **B-19-5.** If requested by the technical representative, the contractor shall make available for performance evaluation by the technical representative specific brands and models of equipment and tools proposed for use by the Contractor. Any such equipment or tools provided shall be returned to the Contractor after the evaluation has been completed.
- **B-19-6.** Any costs associated with evaluating an alternate or changing to an alternate not included on the initial list submitted by the contractor shall be borne by the contractor if such testing or changing was a result of the contractor's request to change.
- **B-19-7.** The contractor shall maintain on file at the site of the work one complete set of operating and maintenance instructions for all types, brands, and models of powered equipment used in the performance of the work.
- **B-19-8.** The minimum required equipment and tools defined in the technical specifications must be present and in good operating condition at all times during the performance of the work.
- **B-19-9.** All equipment and tools required for a specific building, group of buildings, or assignment area must be permanently identified with the assignment number or building number.
- **B-19-10.** All equipment shall have adequate bumpers and guards to prevent marking or scratching of fixtures, furnishings, or building surfaces.
- **B-19-11.** All electrical equipment used by the contractor or the contractor's employees shall meet all applicable safety requirements. This equipment must operate at full rated performance levels using existing building circuits. It shall be the responsibility of the contractor to prevent the operation or attempted operation of electrical equipment, or combinations or equipment which requires power exceeding the capacity of existing building circuits.

B-20. Cleaning Chemicals

B-20-1. The Contractor shall furnish all cleaning chemicals necessary to perform the work defined

in the contract. As a minimum, the contractor shall furnish the following chemicals:

- —metal link polymer floor finish
- —floor finish remover
- —water emulsion concrete and terrazzo sealers
- —concentrated synthetic neutral detergent
- —quaternary ammonium chloride germicidal detergent
- —stainless steel polish
- —lotion type cleanser
- —glass cleaner
- —acid bowl cleaner
- —carpet shampoo concentrate
- —furniture polish
- **B-20-2.** All chemicals shall comply with the chemical specifications if applicable, or approved brands defined in the technical specifications.
- **B-20-3.** Before beginning the work, the contractor shall submit to the technical representative a list of each type of chemical to be used in the performance of the work, showing the manufacturer's names and brands of each chemical. The list shall be accompanied by manufacturer's specifications and samples of each chemical in their original containers. The Contractor, if requested by the technical representative, shall obtain from the chemical manufacturer a certification as to compliance with the appropriate chemical specification defined in the technical specifications.
- **B-20-4.** The contractor, if desirous of changing from the initial selection, shall first ascertain that the alternate chemical complies with the specification defined in the technical specifications. Then, the contractor shall submit a written request to change to the technical representative defining the alternate along with chemical specifications and a sample of the alternate chemical in its' original container.
- **B-20-5.** If the alternate complies with the chemical specifications defined in the Technical Specifications and performs as well as the initial selection as demonstrated by actual performance testing, if requested by the technical representative, and causes no operational interference with the Government or damage to facilities and is in the best interest of the Government, then the alternate shall be approved for use.
- **B-20-6.** Any costs associated with evaluating an alternate or changing to an alternate not included on the initial list submitted by the Contractor shall be borne by the contractor, if such testing or changing was a result of the Contractor's request to change.

B-21. Distribution of Supplies and Equipment

- **B-21-1.** Prior to each work shift, the contractor shall insure that all custodial storage closets and custodial carts are equipped with the tools, equipment and chemicals necessary to perform the work.
- **B-21-2.** Employees of the contractor who are assigned to perform routine work shall not be used to supply custodial closets or carts with tools, supplies, or equipment during the time when they are scheduled to perform routine work.
- **B-22. Relief Personnel.** The contractor shall employ an adequate quantity of personnel not permanently assigned to a specific building or area for routine cleaning who shall be utilized to complete routine work assignments of absent employees normally assigned to routine work in a specific area. Such relief personnel may perform authorized project work when not performing routine work.
- **B-23.** Determining the Size of an Area. When the quantity of square feet of floor or ceiling space in an area or building is required either for calculating payment for project work or for applying allowances to determine the minimum number of worked-hours required for routine work, such quantity of square feet shall be determined by actual measurement from inside wall to inside wall and will not include any portion of the area where the project or the routine work is not performed.
- **B-24.** Correction of Nonperformance of Routine Work. The contractor shall employe an adequate quantity of personnel to insure that any area not acceptable for use or occupancy due to the nonperformance of routine work in such area shall be made acceptable by the performance of the routine work during the first ____ hours after nonperformance has been observed by or reported to and verified by the technical representative.

B-25. Verification of Minimum Number of Work-ed-Hours Provided for Routine Work

- **B-25-1.** The contractor shall insure that each employee performing routine work under this contract and each supervisor of the contractor shall prepare and sign a daily time card or sheet showing the actual starting time and completion time of routine in each building or area.
- **B-25-2.** These time cards or sheets shall be collected by the contractor and turned into the technical representative during the first work day of each following work week.

- **B-25-3.** A weekly statement of routine work performed shall be prepared by the contractor and provided to the technical representative along with the time cards or sheets. The weekly statement shall define for each building or area the full name, badge number, and total weekly hours worked of each employee performing routine work, and shall indicate all employees who have completed the required classroom training.
- **B-25-4.** The number of worked-hours reported by the contractor for routine work should include only hours during which an employee is performing routine work. The number of hours reported should apply to the minimum number of worked-hours required for routine work. The time spent by an employee assigned to routine work in traveling from one building or area to another building or area shall not be considered as part of the minimum number of worked-hours required for routine work unless the travel was between buildings or areas included in the same bid item in the bid schedule for routine work.

B-26. Invoicing for Routine Work and Completed Project Work

- **B-26-1.** The contractor shall submit separate invoices each month for routine work and for completed project work.
- **B-26-2.** The invoice for routine work shall show each building or area in accordance with the bid schedule for routine work and indicate the minimum number of worked-hours per each such building or area that was provided.
- **B-26-3.** The invoice for routine work must agree with the weekly statements of routine work prepared by the contractor and approved by the technical representative.
- **B-26-4.** The invoice for completed project work shall indicate the project number, exact location of each project, the dates and times of performance of each project, the quantity of project performed, and the project work order number.

B-27. Conservation of Utilities

- **B-27-1.** The contractor shall be directly responsible for instructing employees in appropriate utilities conservation practices. Contractor employees and in turn the contractor shall be responsible for operating under conditions which preclude the waste of utilities which shall include but shall not necessarily be limited to:
- **B-27-2.** Lights shall be used only in areas where

and at the time when work is actually being performed.

B-27-3. Mechanical equipment controls will not be adjusted by the workers.

B-27-4. Water faucets or valves will be turned off after the required usage has been accomplished.

B-28. Goverment Furnished Items for Routine Work

- **B-28-1.** The Government shall furnish the contractor with the following rest rooms supplies.
- B-28-1.1. Toilet tissue.
- **B-28-1.2.** Hand towels. B-28-1.3. Hand soap.

- **B-28-2.** The contractor shall establish and implement adequate methods of storage and distribution to insure that such supplies furnished by the Government are not pilfered after they have been received by the contractor.
- **B-29.** Parking for Contractor's Employees and Contractor's Vehicles. All employees of the contractor will park their personal vehicles and Contractor's vehicles in areas and during times designated by the Technical Representative.
- **B-30.** Contractor's Access to the Site(s) of the Work. The following restrictions shall apply to the contractor and contractor's employees access to the site(s) of the work:

(ITEMS NEGOTIABLE)

B-31. Post Regulations. The contractors and their employees must comply with the following

post regulations, copies of which are on file in the